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44 N. E. 754, as to a diamond and ruby ring. Wages of servants are chargeable under the statutes under consideration. *Perkins v. Morgan*, 36 Colo. 360, 85 Pac. 640. So also as to the rent of a house utilized as a family residence. *Houghteling v. Walker*, 100 Fed. 253. But the cost of maintaining an insane husband in an asylum is not a "family expense". *Blackhawk County v. Scott*, 111 Iowa 190, 82 N. W. 492. Nor is the taking care of a drunken husband such an expense. *Featherstone v. Chapin*, 93 Ill. App. 223. Nor is the wife chargeable with the rent of a farm upon which she lived with her husband, who farmed the land as a business proposition. *Hecht v. Gitch*, 82 Iowa 596, 48 N. W. 988. See also *Chamberlain v. Townsend*, 72 Ore. 207, 142 Pac. 782, 143 Pac. 924.

There is no statute in Virginia making the wife's property liable for family expenses.

INSURANCE—WAIVER—RETENTION OF PREMIUM.—The plaintiff was beneficiary under a contract of insurance contemplated between the insured and the defendant. The insured filed his application and paid the first premium, and while the application was in the home office, but before acceptance, the insured was murdered. The defendant, without knowledge of the murder, accepted the application and mailed the policy, retaining the premium. Both the application and the policy contained the statement that the policy was not to become binding until delivered to the insured in good health. An action was brought by the plaintiff to recover the insurance on the ground that the company by retaining the premium waived its right to rescind. *Held*, defendant is not liable. *Young v. Intersouthern Life Ins. Co.* (Ind. App.), 128 N. E. 940.

It is possible for a valid contract of insurance to be made without delivery of the policy. *Sheldon v. Connecticut Mut. Life Ins. Co.*, 25 Conn. 207, 65 Am. Dec. 565. But such cases are comparatively rare, and a stipulation that the policy is not to become binding until delivered is a valid condition precedent. *Hawley v. Michigan Mut. Life Ins. Co.*, 92 Iowa 593, 61 N. W. 201; *Ray v. Security Trust & Life Ins. Co.*, 126 N. C. 166, 35 S. E. 246. Moreover, it may be required that the delivery be made to the insured while in good health. *Metropolitan Life Ins. Co. v. Willis*, 37 Ind. App. 48, 76 N. E. 560. If the policy requires delivery to the insured in good health and the insured dies before delivery, the policy is void. *Reserve Loan Life Ins. Co. v. Hockett*, 35 Ind. App. 842, 73 N. E. 842.

Thus in the instant case, because of the stipulation in the policy and application, *prima facie* a contract of insurance was never executed. But did the insurer waive the right to enforce these stipulations by its retention of the premium?

Waiver has been defined as the "intentional relinquishment of a known right". *Lehigh Valley R. Co. v. Providence Ins. Co.*, 172 Fed. 346; see "Waiver", 8 WORDS AND PHRASES 7375. This involves at least four elements: there must be an existing right; the act of waiver must be voluntary; there must be knowledge of the right; and the waiver must be intentional. Any right affecting either party, except where public policy requires the maintenance of the right, may be waived. Thus it would seem that the insurer could waive those stipulations calling for de-

livery under certain conditions, as well as any other stipulation. See *Green v. Prudential Ins. Co.*, 106 Kan. 90, 186 Pac. 970.

In the usual case of waiver, the policy containing some express stipulation which the insured has violated has become effective, and because of the insured's act is liable to forfeiture. This right of forfeiture may be waived by subsequently taking an additional risk. *Rathborn v. City Fire Ins. Co.*, 31 Conn. 193. By expression or implication. *Williams v. Philadelphia Life Ins. Co.* (S. C.), 100 S. E. 157. By the subsequent receipt and retention of a premium. *Goit v. National Protection Ins. Co.*, 25 Barb. (N. Y.) 189. And the unconditional delivery of a policy waives the fulfillment of conditions precedent. *Farnum v. Phoenix Ins. Co.*, 83 Cal. 246, 23 Pac. 869, 17 Am. St. Rep. 233; *Boehen v. Williamsburg City Ins. Co.*, 35 N. Y. 131, 90 Am. Dec. 787.

If the contract has not been completely executed but the first premium has been paid, somewhat different considerations apply. Usually the insurer has returned the premium already paid upon the violation of a condition precedent preventing the contract from becoming executed, and, of course, there is no waiver here. *Reserve Loan Co. v. Hockett*, *supra*. The same is true where there is an offer to return the premium. *House v. Bankers' Reserve Life Ins. Co.* (S. D.), 180 N. W. 69. The payment of the premium is not considered as waiving conditions precedent for delivery. *Stringham v. Mutual Life Ins. Co.*, 44 Ore. 447, 75 Pac. 822. And where a part payment of the premium was made and retained by the insurer, it was held that there had been no waiver of the right to require delivery before the insurance became effective. *Green v. Prudential Ins. Co.*, *supra*.

INTOXICATING LIQUORS—VOLSTEAD ACT—RIGHT TO KEEP IN WAREHOUSE.—The complainant was the lessee of a room in the warehouse of the defendant deposit company, in which he had stored intoxicating liquors lawfully acquired by him, which were in his exclusive possession and control and intended to be used only for personal consumption by the complainant and the members of his family or *bona fide* guests. The defendant, an agent of the Commissioner of Internal Revenue, claimed that after the Volstead Act became effective such storage would be unlawful, and threatened to expose the complainant and the deposit company to the penalties of that act. *Held*, injunction granted. *Street v. Lincoln Safe Deposit Co.*, 41 Sup. Ct. 31.

The sections of the Volstead Act which were involved in this decision were as follows:

Section 25 declares: "It shall be unlawful to have or possess any liquor \* \* \* intended for use in violating this title."

Section 21 declares: "Any room, house, building \* \* \* or place where intoxicating liquor is manufactured, sold, kept or bartered in violation of this title, and all intoxicating liquor and property kept and used in maintaining the same, is hereby declared to be a common nuisance."

Section 3 declares: "No persons shall on or after the date when the Eighteenth Amendment to the Constitution of the United States goes into effect, manufacture, sell, barter, transport, import, export, deliver, furnish or possess any intoxicating liquor except as authorized in this